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Interoffice Memo

Date: August 20, 2012
To: Chief James Berlin
From: Det. Shawn Hopkins
Re: Massage Therapist Application

I received an application for massage therapist from Mr. Kenton Maki. I have reviewed his application and found he has no Criminal History per ICHAT. A Clemis search revealed 1 traffic violation issued for Impeding traffic. Mr. Maki has presented a copy of his Massage Therapist certificate from Lakewood School of Therapeutic Massage, Inc., dated December 03, 2008.

I spoke to Mr. Maki about the services he will be providing at Lupo Chiropractic. He stated that the majority of the clients will in conjunction to Chiropractic care, however walk-in massages are also welcome. Mr. Maki understands the massages are for therapeutic services and not for erotic services.

I recommend approving this license application. .

ACT-51
FEDERAL AID PROGRESS PAYMENT

DA	
Control Section	ST 50031; NH 50031; EBSL 50031
Job Number	45735A; 45735B; 45735C
Federal Project	STP 1250(035); NH 1150(043); EBSL 0850(063)
Federal Item	HH 8023; HH 7515; HH 5666
Contract	12-5271

THIS CONTRACT is made and entered into this date of _____, by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF ROSEVILLE, a Michigan municipal corporation, hereinafter referred to as the "CITY"; for the purpose of fixing the rights and obligations of the parties in agreeing to construction improvements located within the corporate limits of the CITY.

WITNESSETH:

WHEREAS, the parties hereto anticipate that payments by them and contributions by agencies of the Federal Government or other sources will be sufficient to pay the cost of construction or reconstruction of that which is hereinafter referred to as the "PROJECT" and which is located and described as follows:

Milling and resurfacing work on Highway M-97 (Groesbeck Highway) between Hayes Road and 13 Mile Road; together with necessary related work, located within the corporate limits of the CITY; and

WHEREAS, the DEPARTMENT presently estimates the PROJECT COST as hereinafter defined in Section 1 to be: \$9,858,300; and

WHEREAS, the parties hereto have reached an understanding with each other regarding the performance of the PROJECT work and desire to set forth this understanding in the form of a written agreement.

NOW, THEREFORE, in consideration of the premises and of the mutual undertakings of the parties and in conformity with applicable law, it is agreed:

1. The CITY hereby consents to the designation of the PROJECT as a state trunkline highway. The parties shall undertake and complete the construction of the PROJECT as a state trunkline highway in accordance with this contract. The term "PROJECT COST", as herein used, is hereby defined as the cost of construction or reconstruction of the PROJECT including the costs of preliminary engineering (PE), plans and specifications; acquisition costs of the property for rights of way, including interest on awards, attorney fees and court costs; physical construction necessary for the completion of the PROJECT as determined by the DEPARTMENT; and construction engineering (CE), legal, appraisal, financing, and any and all other expenses in connection with any of the above.

2. The cost of alteration, reconstruction and relocation, including plans thereof, of certain publicly owned facilities and utilities which may be required for the construction of the PROJECT, shall be included in the PROJECT COST; provided, however, that any part of such cost determined by the DEPARTMENT, prior to the commencement of the work, to constitute a betterment to such facility or utility, shall be borne wholly by the owner thereof.

3. The CITY shall make available to the PROJECT, at no cost, all lands required thereof, now owned by it or under its control for purpose of completing said PROJECT. The CITY shall approve all plans and specifications to be used on that portion of this PROJECT that are within the right of way which is owned or controlled by the CITY. That portion of the PROJECT which lies within the right of way under the control or ownership by the CITY shall become part of the CITY facility upon completion and acceptance of the PROJECT and shall be maintained by the CITY in accordance with standard practice at no cost to the DEPARTMENT. The DEPARTMENT assumes no jurisdiction of CITY right of way before, during or after completion and acceptance of the PROJECT.

4. The parties will continue to make available, without cost, their sewer and drainage structures and facilities for the drainage of the PROJECT.

5. The PROJECT COST shall be met in part by contributions from agencies of the Federal Government. The balance of the PROJECT COST shall be charged to and paid by the DEPARTMENT and the CITY in the following proportions and in the manner and at the times hereinafter set forth:

DEPARTMENT -	88.75%
CITY -	11.25%

The PROJECT COST and the respective shares of the parties, after Federal-aid, is estimated to be as follows:

	TOTAL ESTIMATED <u>COST</u>	FEDERAL <u>AID</u>	BALANCE AFTER <u>FEDERAL AID</u>	DEPT'S <u>SHARE</u>	CITY'S <u>SHARE</u>
Constr. & CE	\$8,171,000	\$6,688,000	\$1,483,000	\$1,316,300	\$166,700
Right-of-Way	\$334,000	\$273,400	\$60,600	\$53,800	\$6,800
PE	<u>\$1,353,300</u>	<u>\$1,107,700</u>	<u>\$245,600</u>	<u>\$218,000</u>	<u>\$27,600</u>
TOTAL	\$9,858,300	\$8,069,100	\$1,789,200	\$1,588,100	\$201,100

The PE costs for will be apportioned in the same ratio as the actual construction award and the CE costs will be apportioned in the same ratio as the actual direct construction costs.

Participation, if any, by the CITY in the acquisition of trunkline right-of-way shall be in accordance with 1951 P.A. 51 Subsection 1d, MCL 247.651d. An amount equivalent to the federal highway funds for acquisition of right-of-way, as would have been available if application had been made thereof and approved by the Federal government, shall be deducted from the total PROJECT COST prior to determining the CITY'S share. Such deduction will be established from the applicable Federal-Aid matching ratio current at the time of acquisition.

6. The DEPARTMENT shall maintain and keep accurate records and accounts relative to the cost of the PROJECT. The DEPARTMENT may submit progress billings to the CITY on a monthly basis for the CITY'S share of the cost of work performed to date, less all payments previously made by the CITY. No monthly billings of a lesser amount than \$1,000 shall be made unless it is a final or end of fiscal year billing. All billings will be labeled either "Progress Bill Number _____", or "Final Billing". Upon completion of the PROJECT, payment of all items of PROJECT COST and receipt of all Federal Aid, the DEPARTMENT shall make a final billing and accounting to the CITY.

7. In order to fulfill the obligations assumed by the CITY under the provisions of this contract, the CITY shall make prompt payments of its share of the PROJECT COST upon receipt of progress billings from the DEPARTMENT as herein provided. The CITY shall be billed for their share of the preliminary engineering costs upon award of the PROJECT. All payments will be made within 30 days of receipt of billings from the DEPARTMENT. Billings to the CITY will be based upon the CITY'S share of the actual costs incurred less Federal Aid earned as the work on the PROJECT progresses.

8. Pursuant to the authority granted by law, the CITY hereby irrevocably pledges a sufficient amount of funds received by it from the Michigan Transportation Fund to meet its required payments as specified herein.

9. If the CITY shall fail to make any of its required payments when due, as specified herein, the DEPARTMENT shall immediately notify the CITY and the State Treasurer of the State of Michigan or such other state officer or agency having charge and control over disbursement of the Michigan Transportation Fund, pursuant to law, of the fact of such default and the amount thereof, and, if such default is not cured by payment within ten (10) days, said

State Treasurer or other state officer or agency is then authorized and directed to withhold from the first of such moneys thereafter allocated by law to the CITY from the Michigan transportation Fund sufficient moneys to remove the default, and to credit the CITY with payment thereof, and to notify the CITY in writing of such fact.

10. The DEPARTMENT shall secure from the Federal Government approval of plans, specifications, and such cost estimates as may be required for the completion of the PROJECT; and shall take all necessary steps to qualify for Federal Aid such costs of acquisition of rights of way, construction, and reconstruction, including cost of surveys, design, construction engineering, and inspection for the PROJECT as deemed appropriate. The DEPARTMENT may elect not to apply for Federal Aid for portions of the PROJECT COST.

11. This contract is not intended to increase or decrease either party's liability, or immunity from, tort claims.

12. All of the PROJECT work shall be done by the DEPARTMENT.

13. In connection with the performance of the PROJECT work under this contract the parties hereto (hereinafter in Appendix "A" referred to as the "contractor") agree to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof. The parties further covenant that they will comply with the Civil Rights Acts of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and the Regulations of the United States Department of Transportation (49 C.F.R. Part 21) issued pursuant to said Act, including Appendix "B", attached hereto and made a part hereof, and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this contract. The parties will carry out the applicable requirements of the DEPARTMENT'S Disadvantaged Business Enterprise (DBE) program and 49 CFR, Part 26, including, but not limited to, those requirements set forth in Appendix C.

14. This contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the CITY and for the DEPARTMENT; upon the adoption of a resolution approving said contract and authorizing the signatures thereto of the respective officials of the CITY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed the day and year first above written.

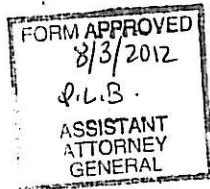
CITY OF ROSEVILLE

MICHIGAN DEPARTMENT
OF TRANSPORTATION

By _____
Title:

By _____
Department Director MDOT

By _____
Title:



APPROVED BY:

Administrator
Real Estate

8-3-12
Date

RECOVERY MONTH SEPTEMBER 2012

WHEREAS, In 2008, nearly half of Americans reported their stress levels had increased over the past year, with as many as 30 percent rating their average stress levels as extreme; and,

WHEREAS, An estimated 23.1 million people aged 12 or older in the United States needed treatment for an illicit drug or alcohol use problem in 2008, with only approximately 1.7 million receiving treatment for alcohol or illicit drug problems; and,

WHEREAS, stigma and discrimination present obstacles and can be a mark of disgrace to those with substance use disorders who need access to treatment facilities, and for those who want to re-establish their place in the community by entering the workforce; and,

WHEREAS, educating our community about substance use disorders is essential to combat the misconceptions associated with addiction; substance use disorders affect all people of every age, race, gender, ethnicity, community, and socio-economic status; and

WHEREAS, we must recognize the achievement of those who seek out treatment services and ensure that such services are readily available to those who need assistance; and,

WHEREAS, for more than 20 years, Recovery Month has worked to improve the lives of those suffering from addiction by raising awareness of the disease and educating communities about the treatment and recovery resources available.

NOW THEREFORE, the Mayor and Council of the City of Roseville do hereby proclaim the month of September 2012 as *National Alcohol and Drug Addiction Recovery Month*.

Signed this 28th day of August, 2012

Councilmember

Councilmember